



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1163-1X 4

EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 1 of 8

BUYER : DAVID KAILI
Dave.Kaili@iowa.gov
515-281-4774

FOB FOB Dest, Freight Allowed

PAYMENT TERMS (%): DAYS:

VENDOR:

Airgas North Central
305 May St

Marshalltown, IA 50158
USA

VENDOR CONTACT:

Todd Metge

PHONE: 641-752-3216

EXT:

EMAIL: todd.metge@airgas.com

VENDOR #: 39184589406

DESCRIPTION OF ITEMS CONTRACTED

Industrial and Medical Gases

Contract to provide Industrial and Medical Gases Pursuant to the specifications, terms and conditions of RFB# 405MEDG0126 dated January 26, 2005 on file with the Department of Administrative Services, General Services Enterprise/Purchasing, Hoover State Office Building, Level A, Des Moines IA, 50319-0104

RENEWAL PERIODS

FROM 03-01-2006 TO 02-28-2007

FROM 03-01-2007 TO 02-29-2008

FROM 03-01-2008 TO 02-28-2009

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

**EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 2 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Cherokee only: Acetylene A145 130 C.F.	
2	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Cherokee only: Argon CO2 75/25 380 C.F.	
3	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Cherokee only: Rental per day per cylinder	
4	0.00000	CYL	4309254	\$6.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Clarinda only: Oxygen K 249 C.F.	
5	0.00000	CYL	4309210	\$6.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Clarinda only: Acetylene B 40 C.F.	
6	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Clarinda only: Acetylene A145 130 C.F.	
7	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Clarinda only: Acetylene wsl 130 C.F.	
8	0.00000	CYL	4309210	\$7.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Clarinda only: Acetylene CO2 64 lbs.	
9	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Clarinda only: Rental per cylinder per day	
10	0.00000	CYL	4309254	\$6.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Eldora only: Oxygen 251 C.F.	
11	0.00000	CYL	4309254	\$0.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Eldora only: Oxygen 125 C.F. (No quote supplied)	
12	0.00000	CYL	4309210	\$0.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Eldora only: Acetylene #5 300 C.F. (No quote supplied)	
13	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Eldora only: Acetylene #4 100 C.F.	
14	0.00000	CYL	4309214	\$14.260000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Eldora only: Argon CO2 95/5 336 C.F.	
15	0.00000	CYL	4309214	\$14.260000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Eldora only: Argon CO2 75/25 380 C.F.	
16	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Eldora only: Rental per day per cylinder	
17	0.00000	CYL	4309254	\$6.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For FT Madison only: Oxygen Industrial ox2276 251 C.F.	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 3 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
18	0.00000	CYL	4304860	\$6.950000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For FT Madison only: Oxygen A Medical om2244 251 C.F.	
19	0.00000	CYL	4304860	\$3.000000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For FT Madison only: Oxygen E Medical ome000 21 C.F.	
20	0.00000	CYL	4309254	\$7.250000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For FT Madison only: Oxygen Industrial ox1122 281 C.F.	
21	0.00000	CYL	4309210	\$41.810000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For FT Madison only: Acetylene #5 ac50001 272 C.F.	
22	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For FT Madison only: Argon ar2330 336 C.F.	
23	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For FT Madison only: Argon CO2 75/25 382 C.F.	
24	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For FT Madison only: Rental per day per cylinder	
25	0.00000	CYL	4309254	\$3.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Marshalltown only: Oxygen E 25 C.F.	
26	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Marshalltown only: Acetylene wsl 130 C.F.	
27	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Marshalltown only: Oxygen Dey 124 C.F.	
28	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Marshalltown only: Rental per day per cylinder	
29	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For MT Pleasant only: Argon CO2 75/25 382 C.F.	
30	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For MT Pleasant only: Argon CO2 75/25 AR1025	
31	0.00000	CYL	4309254	\$7.250000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For MT Pleasant only: Oxygen Industrial K ox2276 282 C.F.	
32	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For MT Pleasant only: Acetylene #4 ac4001 127 C.F.	
33	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For MT Pleasant only: Rental per day per cylinder	
34	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Oakdale only: Oxygen 150 C.F.	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

**EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 4 of 8**

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
35	0.00000	CYL	4309210	\$414.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For oakdale only: Acetylene 125 C.F.	
36	0.00000	CYL	4304860	\$3.000000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For Oakdale only: Oxygen medical E 22 C.F.	
37	0.00000	CYL	4309210	\$5.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Oakdale only: MC Acetylene 10 C.F.	
38	0.00000	CYL	4304205	\$5.650000 \$0.000000
			AIR, COMPRESSED	
			For Oakdale only: Carbon Dioxide 20# Beverage	
39	0.00000	CYL	4309254	\$3.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Oakdale only: Oxygen 20 C.F.	
40	0.00000	CYL	4309210	\$12.880000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Oakdale only: Acetylene #3 60 C.F.	
41	0.00000	CYL	4304205	\$23.900000 \$0.000000
			AIR, COMPRESSED	
			For Oakdale only: Stainshield Light 109 C.F. (2.5co2/7.5ar/90he)	
42	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Oakdale only: Rental per day per cylinder	
43	0.00000	CYL	4309254	\$6.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Toledo only: Oxygen 251 C.F.	
44	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Toledo only: Acetylene #4 100 C.F.	
45	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Toledo only: Argon CO2 75/25 380 C.F.	
46	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Toledo only: Rental per day per cylinder	
47	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Public Safety State Patrol only: Acetylene wsl 130 C.F.	
48	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Public Safety State Patrol only: Oxygen S Industrial 100 C.F.	
49	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Public Safety State Patrol only: Rental per day per cylinder	
50	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For DAS CCM only: Oxygen S 154 C.F.	
51	0.00000	CYL	4309254	\$3.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For DAS CCM only: Oxygen R 20 C.F.	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 5 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
52	0.00000	CYL	43048	\$5.000000 \$0.000000
			Medical Gases (For Anesthesia and Respiration Therapy): Carb	
			For DAS CCM only: Acetylene Medical 10 C.F.	
53	0.00000	CYL	4309210	\$6.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For DAS CCM only: Acetylene B 40 C.F.	
54	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For DAS CCM only: Rental per day per cylinder	
55	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For DAS Vehicle Dispatch only: Oxygen S 154 C.F.	
56	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For DAS Vehicle Dispatch only: Rental per day per cylinder	
57	0.00000	CYL	4309214	\$12.000000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Public Defense Camp Dodge only: Argon 150 C.F.	
58	0.00000	CYL	4304205	\$12.000000 \$0.000000
			AIR, COMPRESSED	
			For Public Defense Camp Dodge only: Stargon S 150 C.F.	
59	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Public Defense Camp Dodge only: Acetylene A145 130 C.F.	
60	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Public Defense Camp Dodge only: Oxygen S 154 C.F.	
61	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Public Defense Camp Dodge only: Rental per day per cylinder	
62	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Anamosa only: Oxygen 80 C.F.	
63	0.00000	CYL	4309254	\$4.000000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Anamosa only: Oxygen 150 C.F.	
64	0.00000	CYL	4309254	\$6.950000 \$0.000000
			OXYGEN INDUSTRIAL GAS	
			For Anamosa only: Oxygen 200 C.F.	
65	0.00000	CYL	4304860	\$3.000000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For Anamosa only: Oxygen E Medical 200 C.F.	
66	0.00000	CYL	4304860	\$6.950000 \$0.000000
			OXYGEN, FOR MEDICAL USE	
			For Anamosa only: Oxygen Medical 200 C.F.	
67	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Anamosa only: Argon CO2 c-25 300 C.F.	
68	0.00000	CYL	4309214	\$16.600000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Anamosa only: Argon 300 C.F.	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 6 of 8

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
69	0.00000	CYL	4309210	\$12.880000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Anamosa only: Acetylene #3 75 C.F.	
70	0.00000	CYL	4309210	\$14.260000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Anamosa only: Acetylene #4 145 C.F.	
71	0.00000	CYL	4309210	\$6.000000 \$0.000000
			ACETYLENE INDUSTRIAL/WELDING GAS	
			For Anamosa only: Acetylene B 40 C.F.	
72	0.00000	CYL	4304205	\$7.000000 \$0.000000
			AIR, COMPRESSED	
			For Anamosa only: CO2 50 LB Siphon	
73	0.00000	CYL	4309249	\$7.000000 \$0.000000
			NITROGEN	
			For Anamosa only: Nitrogen 300 C.F.	
74	0.00000	CYL	43042475103	\$0.080000 \$0.000000
			CYLINDER RENTAL, DAILY RATE	
			For Anamosa only: Rental per day per cylinder	
75	0.00000	CYL	4309249	\$5.200000 \$0.000000
			NITROGEN	
			For Anamosa only: Nitrogen NI40 40 C.F.	
76	0.00000	CYL	4309214	\$5.860000 \$0.000000
			ARGON INDUSTRIAL GAS	
			For Anamosa only: Argon AR80 80 C.F.	
77	0.00000	EA	96295631400	\$6.000000 \$0.000000
			DELIVERY AND PICKUP (PER ROUND TRIP)	
			Delivery Fee only \$6.00 This line for payment only	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 7 of 8

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CT1163-1X 4

**EFFECTIVE BEGIN DATE: 03-01-2006
EXPIRATION DATE: 02-28-2007
PAGE: 8 of 8**

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.